

## Starbucks for Life: 2020 Holiday Edition Member Game Official Rules - US

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility:** Starbucks for Life: 2020 Holiday Edition (the "Promotion") is open only to legal residents of the fifty (50) United States (including District of Columbia) who are at least eighteen (18) years old and who are members of the Starbucks® Rewards loyalty program at the time of entry ("Entrant(s)"). Employees of Starbucks Corporation, Merkle Inc., and any of their direct or indirect parent and affiliate companies, as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Participation constitutes Entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Promotional Game ("Game") offers Instant Win prizes and Collect and Win prizes that Entrants can earn by collecting game pieces (each a "Game Piece"). The Promotion also includes a sweepstakes (the "Sweepstakes").

**2. Sponsor:** Starbucks Corporation, 2401 Utah Ave. S, Seattle, WA 98134. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

**3. Timing:** The Promotion begins on December 1, 2020 at 5:00 a.m. Pacific Time ("PT") and ends on January 4, 2021 at 11:59 p.m. PT (the "Promotion Period"). For purposes of this Promotion, a "day" begins at 12:00 a.m. PT and ends at 11:59 p.m. PT, except the first day which begins at 5:00 a.m. PT and ends at 11:59 p.m. PT. Administrator's computer is the official time-keeping device for this Promotion.

**4. How to Enter:** During the Promotion Period, visit <https://www.starbucksforlife.com> ("Promotion Site") and sign into your Starbucks Rewards account ("Account"). Each Entrant will automatically receive one (1) Game play for registering for the Promotion and viewing the provided "Onboarding" experience (first visit only).

Then, there are two (2) ways to earn a Game play.

**a. Make a Purchase at Starbucks Using a Starbucks Card or linked payment method, or by scanning your Starbucks app prior to checkout:** During the Promotion Period, make a qualifying purchase (excluding alcoholic beverages, Starbucks Card and Starbucks Card reloads) at a participating Starbucks retail location in the United States. Then, visit <https://www.starbucksforlife.com> ("Promotion Site") and sign into your Account and you will have received one (1) Game play. Follow the links and instructions to play the Game and you will receive either an Instant Win Game prize or one (1) Collect and Win Game Piece. If you are a potential winner of a prize, you will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the Game.

**b. Enter without Making a Purchase:** During the Promotion Period, to play without making a purchase, visit <https://www.starbucksforlife.com> and follow the links and instructions to complete and submit the entry form. An email with a unique link will be sent to the email address you provided on the form. Click on the unique link to enter the Promotion Site and sign into your Account and you will have received one (1) Game play. Follow the links and instructions to play the Game and you will receive either an Instant Win Game prize or one (1) Collect and Win Game Piece. If you are a potential winner of a prize, you will be provided directions for validation. All potential winners are subject to

verification before any prize will be awarded. Administrator is responsible for the functionality of the Game.

**Limit:** Each Entrant may earn one (1) Game play during the Promotion Period for registering for the Promotion/viewing the Onboarding; each Entrant may earn up to two (2) Game plays per day during the Promotion Period by either making up to two (2) purchase transactions; or up to two (2) “free” requests; or a combination of the purchase and free entry method for a total of two (2) plays per day.

Multiple Entrants are not permitted to share the same email address or Account. Each Entrant is limited to only one (1) Account. Any attempt by any Entrant to obtain more than the stated number of plays by using multiple/different email addresses, Accounts, identities, registrations and logins, or any other methods will void that Entrant's plays and that Entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the Starbucks Rewards account or email address used to register will be deemed to be the Entrant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder.

**Bonus Game Plays and How to Enter the Sweepstakes:** During the Promotion Period, each Entrant may receive bonus Game plays, as outlined below. There is also an option to enter the Sweepstakes, as outlined below:

**a. Duplicate Collect and Win Game Pieces to receive a Bonus Game Play or Sweepstakes Entry:** For every three (3) duplicate Collect and Win Game Pieces earned (through any combination of duplicate Game Pieces), Entrant will have the option to either receive one (1) bonus Game play or one (1) entry into the Sweepstakes. In addition, each Entrant will “unlock” the Ninth Prize Type – Starbucks for Life Coffee Collection (as outlined below) and have the opportunity to play for the chance to win that Collect and Win Game prize by collecting Game Pieces.

**b. Complete Challenges:**

**i. Challenges:** Entrants may complete the following Challenges to receive bonus Game plays:

Hanging with Melody Tier 1: From December 1, 2020 through December 6, 2020, make one (1) Mobile Order & Pay purchase transaction at a participating Starbucks store (excluding alcoholic beverages, Starbucks Card and Starbucks Card reloads) to receive one (1) bonus play. **Limit:** All purchases must be made during the specified timeframe and each Entrant may complete this challenge one (1) time during the Promotion Period.

Hanging with Melody Tier 2: From December 1, 2020 through December 6, 2020, make three (3) separate Mobile Order & Pay purchase transactions at a participating Starbucks store (excluding alcoholic beverages, Starbucks Card and Starbucks Card reloads) to receive three (3) bonus plays. **Limit:** All purchases must be made during the specified timeframe and each Entrant may complete this challenge one (1) time during the Promotion Period.

Gingerbrad's Baking Competition Tier 1: From December 7, 2020 through

December 13, 2020, make one (1) purchase transaction at a participating Starbucks store (excluding alcoholic beverages, Starbucks Card and Starbucks Card reloads) by 11:00 a.m. (local time) to receive one (1) bonus play. Limit: All purchases must be made during the specified timeframe and each Entrant may complete this challenge one (1) time during the Promotion Period.

Gingerbrad's Baking Competition Tier 2: From December 7, 2020 through December 13, 2020, make three (3) separate purchase transactions at a participating Starbucks store (excluding alcoholic beverages, Starbucks Card and Starbucks Card reloads) by 11:00 a.m. (local time) to receive three (3) bonus plays. Limit: All purchases must be made during the specified timeframe and each Entrant may complete this challenge one (1) time during the Promotion Period.

Hot Cocoa Quest Tier 1: From December 14, 2020 through December 20, 2020, make a purchase transaction of \$10 or more in a single transaction at a participating Starbucks store (excluding alcoholic beverages, Starbucks Card and Starbucks Card reloads) to receive one (1) bonus play. Limit: All purchases must be made during the specified timeframe and each Entrant may complete this challenge one (1) time during the Promotion Period.

Hot Cocoa Quest Tier 2: From December 14, 2020 through December 20, 2020, after you complete Hot Cocoa Quest: Tier 1, make a purchase transaction of \$15 or more in a single transaction at a participating Starbucks store (excluding alcoholic beverages, Starbucks Card and Starbucks Card reloads) to receive three (3) bonus plays. Limit: All purchases must be made during the specified timeframe and each Entrant may complete this challenge one (1) time during the Promotion Period.

Juniper's Firewood Hunt: Tier 1: From December 21, 2020 through December 27, 2020, make one (1) purchase transaction at a participating Starbucks store (excluding alcoholic beverages, Starbucks Card and Starbucks Card reloads) before 12:00 p.m. (local time) and one (1) purchase transaction at a participating Starbucks store (excluding alcoholic beverages, Starbucks Card and Starbucks Card reloads) on or after 12:00 p.m. (local time) in a single day to receive one (1) bonus play. Limit: All purchases must be made during the specified timeframe and each Entrant may complete this challenge one (1) time during the Promotion Period.

Juniper's Firewood Hunt Tier 2: From December 21, 2020 through December 27, 2020, make three (3) separate purchase transactions at a participating Starbucks store (excluding alcoholic beverages, Starbucks Card and Starbucks Card reloads) on or after 12:00 p.m. (local time) to receive three (3) bonus plays. Limit: All purchases must be made during the specified timeframe and each Entrant may complete this challenge one (1) time during the Promotion Period.

It's a Wrap Tier 1: From December 28, 2020 through January 4, 2021, make two (2) separate purchase transactions at a participating Starbucks store (excluding alcoholic beverages, Starbucks Card and Starbucks Card reloads) to receive one (1) bonus play. Limit: All purchases must be made during the specified timeframe and each Entrant may complete this

challenge one (1) time during the Promotion Period.

It's a Wrap Tier 2: From December 28, 2020 through January 4, 2021, make four (4) separate purchase transactions at a participating Starbucks store (excluding alcoholic beverages, Starbucks Card and Starbucks Card reloads) to receive three (3) bonus plays. Limit: All purchases must be made during the specified timeframe and each Entrant may complete this challenge one (1) time during the Promotion Period.

Once each challenge is completed, sign into your Account and follow the links and instructions to play the Game and you will receive either an Instant Win Game prize or one (1) Collect and Win Game Piece. If you are a potential winner of a prize, you will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the Game.

- ii. **Alternate Method of Entry**: To earn bonus Game plays without making a purchase, visit the Promotion Site and follow the links and instructions to select a challenge from the provided list that you would like to earn bonus plays and complete and submit the form to receive the designated bonus Game plays for the selected challenge. An email with a unique link will be sent to the email address provided on the form. Click on the unique link to enter the Promotion Site and sign into your Account. Follow the links and instructions to play the Game and you will receive either an Instant Win game prize or one (1) Collect and Win Game Piece. If you are a potential winner of a prize, you will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the Game.

Limit: Each Entrant may receive up to twenty (20) bonus Game plays during the Promotion Period regardless of method of entry or combination of method of entry.

**5. Collect and Win Game/Instant Win Game Functionality/Sweepstakes**: Administrator is an independent judging organization whose decisions as to the administration and operation of the Game and the selection of potential winners for each are final and binding in all matters related to the Promotion. For the Collect and Win Game: There are ten (10) Collect and Win prize types (Starbucks for Life, Starbucks for 1 Year, Starbucks for 6 Months, Starbucks for 3 Months, Starbucks for 1 Month, Bose QuietComfort Earbuds, Alaska Airlines Roundtrip Ticket, Starbucks for Life Limited Edition Puzzle from Ravensburger, 400 Bonus Stars, and Starbucks for Life Coffee Collection; see details below in Section 7) (each a "Prize Type"). Each Prize Type has three (3) unique Game Pieces. Two (2) of the three (3) Game Pieces for each Prize Type will be awarded regularly to Entrants. However, there will be a limited number of the third Game Pieces for each Prize Type ("Rare Game Piece") correlating to the number of prizes offered for each Prize Type as set forth in the table below.

<b>Prize Type</b>	<b>Number Rare Game Pieces</b>
Grand Prize - "Starbucks for Life"	5
First Prize - "Starbucks for 1 Year"	15
Second Prize - "Starbucks for 6 Months"	50
Third Prize - "Starbucks for 3 Months"	75
Fourth Prize - "Starbucks for 1 Month"	100
Fifth Prize – Bose QuietComfort Earbuds	450
Sixth Prize – Alaska Airlines Vouchers	200
Seventh Prize – Starbucks for Life Limited Edition Puzzle from Ravensburger	1,080

Eighth Prize – 400 Bonus Stars	8,000
Ninth Prize – Starbucks for Life Coffee Collection	2,895

Each Rare Game Piece will be associated with a random, computer generated winning time during the Promotion Period. If you are the first player to play the Game at or after the randomly generated winning time you will be awarded a Rare Game Piece. Once you have collected all three (3) Game Pieces for the applicable Prize Type, you will be a potential winner of the applicable Prize Type. For the Instant Win Game: There will be two million six hundred eighteen thousand (2,618,000) random, computer-generated winning times, one for each prize listed below, during the Promotion Period. For the Eleventh Prize, there will be five thousand (5,000) random, computer-generated winning times from December 1, 2020 at 5:00 a.m. PT and December 7, 2020 at 11:59 p.m. PT; for the Twelfth Prize, there will be fifteen thousand (15,000) random, computer-generated winning times from December 1, 2020 at 5:00 a.m. PT and December 7, 2020 at 11:59 p.m. PT; for the Fifteenth Prize, there will be one hundred thousand (100,000) random, computer-generated winning times from December 1, 2020 at 5:00 a.m. PT and December 7, 2020 at 11:59 p.m. PT. and for the Twentieth Prize, there will be sixty thousand (60,000) random, computer-generated winning times from December 1, 2020 at 5:00 a.m. PT and December 7, 2020 at 11:59 p.m. PT. If you are the first player to play the Game at or after one of the randomly generated times, you will be a potential instant winner of the prize indicated. For the Sweepstakes: Administrator will randomly select each potential Sweepstakes winner from all eligible entries received during the Promotion Period on or around January 5, 2021.

**6. Verification of Collect and Win Game, Instant Win Game, and Sweepstakes Winners:** All potential winners are subject to verification by Sponsor or Administrator. An Entrant is not a winner of any prize, even if the Sweepstakes, Instant Win Game or Collect and Win Game should so indicate, unless and until Entrant's eligibility and the potential winning Game play/entry has been verified and Entrant has been notified that verification is complete. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Any play that occurs after the system has failed for any reason is deemed a defective play, is void, and will not be honored.

Receiving a prize is contingent upon compliance with these Official Rules. Each potential winner (parent/legal guardian if winner is a minor in his/her state of residence) of a prize valued at or over \$600 (or if the cumulative value of all prizes won through programs sponsored by Starbucks in a calendar year is equal to \$600 or more) will be sent an email to the email address associated with his/her Account and required to sign and return a Declaration of Compliance, Liability Waiver and where not prohibited a Publicity Release ("Declaration"), and an IRS Form W-9 which must be received by Administrator, within three (3) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner of any prize cannot be contacted, or fails to sign and return the Declaration, tax forms or any other requested information within the required time period, potential winner forfeits the prize. In the event that a potential winner of a Collect and Win Game prize valued over \$25.00 is disqualified for any reason or if each applicable prize is not awarded during the Promotion Period, Sponsor will award the applicable prize to an alternate winner by random drawing from among all eligible Game plays. In the event that a potential Sweepstakes prize winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all eligible entries. There will be three (3) alternate drawings after which the applicable prize will remain unawarded. Unclaimed Collect and Win Game Eighth prizes and Instant Win Game prizes will not be awarded. Collect and Win Game and Sweepstakes prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Promotion; Instant Win Game prizes will be fulfilled within thirty (30) days after the conclusion of the Promotion.

**7. Prizes:**

**Collect and Win Game Prizes:** FIVE (5) GRAND PRIZES: "Starbucks for Life" is fulfilled as a daily credit to winner's Account for 30 years for one (1) free food or standard menu beverage item

(excluding alcoholic beverages) redeemable at participating Starbucks stores in the U.S. Food and beverage credits expire daily. At any time during the 30-year period, Sponsor may pay the remaining credit balance to the winner as a cash payment, to be reasonably determined by Sponsor, in satisfaction of the prize award. Approximate Retail Value ("ARV"): \$61,242.26. FIFTEEN (15) FIRST PRIZES: "Starbucks for 1 Year." Winner will receive a daily credit to his/her Account for one (1) year (three hundred sixty-five (365) days) for one (1) free food or standard menu beverage item (excluding alcoholic beverages) redeemable at participating Starbucks stores in the U.S. Food and beverage credits expire daily. At any time during the 1-year period, Sponsor may pay the remaining credit balance to the winner as a cash payment, to be reasonably determined by Sponsor, in satisfaction of the prize award. ARV: \$2,041.41. FIFTY (50) SECOND PRIZES: "Starbucks for 6 Months." Winner will receive a daily credit to his/her Account for six (6) months (one hundred eighty-six (186) days) for one (1) free food or standard menu beverage (excluding alcoholic beverages) item redeemable at participating Starbucks stores in the U.S. Food and beverage credits expire daily. ARV: \$1,020.70. SEVENTY-FIVE (75) THIRD PRIZES: "Starbucks for 3 Months." Winner will receive a daily credit to his/her Account for three (3) months (ninety-three (93) days) for one (1) free food or standard menu beverage (excluding alcoholic beverages) item redeemable at participating Starbucks stores in the U.S. Food and beverage credits expire daily. ARV: \$503.36. ONE HUNDRED (100) FOURTH PRIZES: "Starbucks for 1 Month." Winner will receive a daily credit to his/her Account for one (1) month (thirty-one (31) days) for one (1) free food or standard menu beverage (excluding alcoholic beverages) item redeemable at participating Starbucks stores in the U.S. Food and beverage credits expire daily. ARV: \$167.79. FOUR HUNDRED FIFTY (450) FIFTH PRIZES: A pair of Bose QuietComfort Earbuds. ARV: \$279.99. TWO HUNDRED (200) SIXTH PRIZES: One (1) Alaska Airlines Roundtrip Ticket. Terms and conditions apply and will be provided to winner together with the prize. ARV: \$290.00. ONE THOUSAND EIGHTY (1,080) SEVENTH PRIZES: Starbucks for Life Limited Edition Puzzle from Ravensburger. ARV: \$39.90. EIGHT THOUSAND (8,000) EIGHTH PRIZES: Four hundred (400) Bonus Stars which will be automatically added to their Starbucks Rewards account used to register for the Promotion. ARV: \$13.24. TWO THOUSAND EIGHT HUNDRED NINETY-FIVE (2,895) NINTH PRIZES: A Starbucks for Life Coffee Collection, which includes a tumbler, an 8.8oz bag of Starbucks Reserve® coffee, a Starbucks Reserve Black Canvas Tote and Starbucks for Life beanie hat. All prize details are determined by Sponsor. ARV: \$80.00.

For all Collect and Win Game Prizes: The first daily credit will be loaded to winners' accounts on or around February 15, 2021. Alcoholic beverages are excluded. Winner must present a Starbucks Card registered to their Account to redeem the free food or beverage item. Credits are non-transferable and will expire at 11:59 p.m. PT of each day and will not accumulate in the winner's account.

Winners will be responsible for income tax based on the retail price of the items that are redeemed and will receive an annual IRS Form 1099 for each tax year where the total value of the prize(s) redeemed is equal to \$600 or more. Odds of winning the Collect and Win Game Prize depend on the number of times entrants play and the Game Pieces distributed. Starbucks Card and Starbucks Account terms and conditions apply. Limit: one (1) Grand Prize, one (1) First Prize, one (1) Second Prize, one (1) Third Prize, one (1) Fourth Prize, one (1) Fifth Prize, one (1) Sixth Prize, one (1) Seventh Prize, one (1) Eighth Prize, and one (1) Ninth Prize per person.

**Instant Win Game Prizes**: EIGHT THOUSAND (8,000) TENTH PRIZES: Two hundred (200) Bonus Stars which will be automatically added to their Starbucks Rewards Account used to register for the Promotion. ARV: \$6.62. FIVE THOUSAND (5,000) ELEVENTH PRIZES: A Starbucks for Life Holiday Card Set ARV: \$6.00. FIFTEEN THOUSAND (15,000) TWELFTH PRIZES: A free product coupon that can be used for a holiday beverage or handcrafted espresso beverage. Terms and conditions apply. ARV: \$5.34. FIFTY THOUSAND (50,000) THIRTEENTH PRIZES: One hundred fifty (150) Bonus Stars which will be automatically added to their Starbucks Rewards Account used to register for the Promotion. ARV: \$4.97. FORTY THOUSAND (40,000) FOURTEENTH PRIZES: A free product coupon that can be used for bakery item (excluding

packaged items). Terms and conditions apply. ARV: \$2.73. ONE HUNDRED THOUSAND (100,000) FIFTEENTH PRIZES: Fifty (50) Bonus Stars which will be automatically added to their Starbucks Rewards Account used to register for the Promotion. ARV: \$1.66. ONE MILLION (1,000,000) SIXTEENTH PRIZES: Twenty-five (25) Bonus Stars which will be automatically added to their Starbucks Rewards Account used to register for the Promotion. ARV: \$0.83. TWO HUNDRED THOUSAND (200,000) SEVENTEENTH PRIZES: Five (5) meals donated through Feeding America. ARV: \$0.50. ONE MILLION ONE HUNDRED THOUSAND (1,100,000) EIGHTEENTH PRIZES: Ten (10) Bonus Stars which will be automatically added to their Starbucks Rewards Account used to register for the Promotion. ARV: \$0.33. FORTY THOUSAND (40,000) NINETEENTH PRIZES: A 50% off brewed coffee or handcrafted espresso beverage coupon. Terms and conditions apply. SIXTY THOUSAND (60,000) TWENTIETH PRIZES: A 50% off any breakfast sandwich OR sous vide egg bites coupon. Terms and conditions apply.

Odds of winning an Instant Win Game prize depend on the number of Instant Win prizes available divided by the number of eligible Instant Win Game plays. Limit: one (1) Tenth Prize, one (1) Eleventh Prize, one (1) Twelfth Prize, one (1) Thirteenth Prize, one (1) Fourteenth Prize, one (1) Fifteenth Prize, one (1) Sixteenth Prize, one (1) Seventeenth Prize, one (1) Eighteenth Prize, one (1) Nineteenth Prize, and one (1) Twentieth Prize per person per day.

**Sweepstakes Prizes:** FIVE (5) SWEEPSTAKES PRIZES: A \$500 Starbucks digital gift card. Terms and conditions of gift cards apply. ARV: \$500.00. Odds of winning a Sweepstakes prize depend on the number of eligible entries received during the Promotion Period. Limit: one (1) Sweepstakes prize per person.

For All Prizes: The actual value of electronic prizes is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed. Stars accumulated under the Starbucks Rewards loyalty program are promotional and have no cash value; Bonus Stars awarded in this Promotion have value in the Starbucks Rewards loyalty program when awarded. No cash equivalent unless required by law and all prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize or prize component for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. TOTAL ARV OF ALL PRIZES: \$2,989,265.95.

**8. Release:** By receipt of any prize, winner agrees to release and hold harmless Sponsor, Administrator, Bose Corporation, Alaska Airlines and each of their respective direct or indirect parents, subsidiaries, affiliates, related entities, suppliers, distributors, advertising/promotion agencies and each such company's officers, directors, members, employees, contractors, and agents (collectively, the "Released Parties") from and against any and all losses, liability, illness, injury, claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt, possession, use or misuse of any prize.

**9. Publicity:** Except where prohibited, participation in the Promotion constitutes entrant's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes worldwide, in perpetuity, in any and all media, manner, and formats now known or hereafter devised, without further payment or consideration.

**10. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, Collect and Win Game, or Instant Win Game, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Sweepstakes, Collect and Win Game, or Instant Win Game, including but

not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to modify the prizes offered herein and to award the prizes at random from among the eligible entries or plays received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes, Collect and Win Game, or Instant Win Game or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes, Collect and Win Game, or the Instant Win Game may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**11. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by any Entrant, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Promotion or receipt or use or misuse of any prize. If for any reason an Entrant's play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another Collect and Win Game or Instant Win Game play or Sweepstakes entry, if possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

**12. Disputes:** Except where prohibited, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Western District of Washington or the appropriate Washington state court located in King County, Washington; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Washington, without giving effect to any choice of law or conflict of law rules (whether of the State of Washington or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Washington.

**13. Entrant's Personal Information:** Information collected from Entrants is subject to the Sponsor's Privacy Policy <http://www.starbucks.com/about-us/company-information/online-policies/privacy-policy>.

**14. Winner List:** For a winner list, visit <https://bit.ly/3gkflgd>. The winner list will be posted after winner confirmation is complete.

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